

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA**

Robert Mau and Eagle Well Services,
Inc.,

Plaintiffs,

vs.

Twin City Fire Insurance Company,

Defendant.

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ORDER

Case No. 1:16-cv-325

On September 15, 2016, defendant filed a motion to strike paragraph 60 of plaintiff's complaint pursuant to Fed. R. Civ. P. 12(f). Paragraph 60 of plaintiff's complaint reads as follows: "The insurance Company has engaged in unfair claim settlement practices including, without limitation, violation of N.D.C.C. § 26-04-03. Defendant avers that this paragraph should be stricken on the grounds that it is conclusory and therefore insufficient as a matter of law.

On September 27, 2016, plaintiff filed an amended complaint in which it supplemented paragraph 60 as follows:

The Insurance Company has engaged in unfair claim settlement practices by engaging in conduct including, but not limited to:

- a. Knowingly misrepresenting pertinent facts and policy provisions relating to coverages related to the Claim;
- b. Failing to acknowledge with reasonable promptness pertinent communications related to the Claim;
- c. Failing to adopt and implement reasonable standards for the prompt investigation of the Claim

(Docket No. 14). Thereafter, defendant filed an answer to the amended complaint that, in pertinent part, denied the allegations set forth in paragraph 60 of the amended complaint. (Docket No. 16).

Consequently, defendant's motion to strike paragraph 60 of plaintiff's original complaint (Docket No. 7) is **DENIED** as being **MOOT**.

IT IS SO ORDERED.

Dated this 18th day of October, 2016.

/s/ Charles S. Miller, Jr.
Charles S. Miller, Jr., Magistrate Judge
United States District Court